

NETWORK ELEMENTS ATTACHMENT

1. General

- 1.1 Verizon shall provide to NUI, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to NUI only to the extent required by Applicable Law and may decline to provide UNEs or Combinations to NUI to the extent that provision of such UNEs or Combinations is not required by Applicable Law.
- 1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine Network Elements that are not already combined in Verizon's network. Consistent with the foregoing, should NUI engage in a pattern of behavior that suggests that NUI either (i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling NUI to convert those Telecommunications Services to UNEs or Combinations, or (ii) itself orders Telecommunications Services from Verizon without taking delivery of those Telecommunications Services in order to induce Verizon to construct facilities that NUI then converts to UNEs or Combinations, then Verizon will provide written notice to NUI that its actions suggest that NUI is engaged in a pattern of bad faith conduct. If NUI fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) Business Days, then Verizon shall have the right, with thirty (30) calendar days advance written notice to NUI, to institute an embargo on provision of new services and facilities to NUI. This embargo shall remain in effect until NUI provides Verizon with adequate assurances that the bad faith conduct shall cease. Should NUI repeat the pattern of conduct following the removal of the service embargo, then Verizon may elect to treat the conduct as an act of material breach in accordance with the provisions of this Agreement that address default.
- 1.3 NUI may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to NUI. Without limiting the foregoing, NUI may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to NUI in order to allow NUI to provide such Exchange Access services.
- 1.4 Notwithstanding any other provision of this Agreement:
 - 1.4.1 To the extent Verizon is required by a change in Applicable Law to provide to NUI a UNE or Combination that is not offered under this

Agreement to NUI as of the Effective Date, the terms, conditions and prices for such UNE or Combination (including, but not limited to, the terms and conditions defining the UNE or Combination and stating when and where the UNE or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, as mutually agreed in writing by the Parties.

1.4.2 Verizon shall not be obligated to provide to NUI, and NUI shall not request from Verizon, access to a proprietary advanced intelligent network service.

- 1.5 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to NUI, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to NUI. If Verizon terminates its provision of a UNE or a Combination to NUI pursuant to this Section 1.5 and NUI elects to purchase other services offered by Verizon in place of such UNE or Combination, then: (a) Verizon shall reasonably cooperate with NUI to coordinate the termination of such UNE or Combination and the installation of such services to minimize the interruption of service to Customers of NUI; and, (b) NUI shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.
- 1.6 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to NUI on an unbundled basis or in combination with other Network Elements.
- 1.7 Except as otherwise expressly stated in this Agreement, NUI shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those UNEs exist, and each Loop or Port shall, in the case of Collocation, be delivered to NUI's Collocation node by means of a Cross Connection.
- 1.8 If as the result of NUI Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the NUI Customer premises, NUI will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge as provided in the Pricing Attachment and the Premises Visit Charge as provided in Verizon's applicable retail or wholesale Tariff.

2. Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by, Applicable Law, Verizon shall provide NUI access to the following:

- 2.1 Loops, as set forth in Section 3;
- 2.2 Line Sharing, as set forth in Section 4;
- 2.3 Line Splitting, as set forth in Section 5;

- 2.4 Sub-Loops, as set forth in Section 6;
- 2.5 Inside Wire, as set forth in Section 7;
- 2.6 Dark Fiber, as set forth in Section 8;
- 2.7 Network Interface Device, as set forth in Section 9;
- 2.8 Switching Elements, as set forth in Section 10;
- 2.9 Interoffice Transmission Facilities (IOF), as set forth in Section 11;
- 2.10 Signaling Networks and Call-Related Databases, as set forth in Section 12;
- 2.11 Operations Support Systems, as set forth in Section 13; and
- 2.12 Other UNEs in accordance with Section 14.

3. Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow NUI to access Loops unbundled from local switching and local transport, in accordance with this Section 3 and the rates and charges provided in the Pricing Attachment. Verizon shall allow NUI access to Loops in accordance with, but only to extent required by, Applicable Law. The available Loop types are as set forth below:

- 3.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon TR-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time.
- 3.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time.
- 3.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code. This Loop type is more fully described in ANSI T1.601-1998 and Verizon TR 72575, (as revised from time-to-time. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment.
- 3.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in Verizon TR-72575, as revised from time-to-time. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. Verizon will not build new copper

facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, as revised from time-to-time, must be met.

- 3.5 “2-Wire HDSL-Compatible Loop” or “HDSL 2W” consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. This Loop type is more fully described in Verizon TR -72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is available only in Bell Atlantic Service Areas.
- 3.6 “4-Wire HDSL-Compatible Loop” or “HDSL 4W” consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. This Loop type is more fully described in Verizon TR -72575, as revised from time-to-time. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, as revised from time-to-time, must be met. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.
- 3.7 “4-Wire DS1-compatible Loop” provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. This Loop type is more fully described in ANSI T1.403 and Verizon TR 72575, as revised from time-to-time. DS-1-compatible Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575. as revised from time-to-time.
- 3.8 “2-Wire IDSL-Compatible Metallic Loop” consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE Loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.
- 3.9 “2-Wire SDSL-Compatible Loop”, is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. This Loop type is more fully described in T1E1.4/2000-002R3. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.
- 3.10 “4-Wire 56 kbps Loop” is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop

consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to NUI in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time.

- 3.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics.
- 3.12 "Digital Designed Loops" are comprised of designed loops that meet specific NUI requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:
 - 3.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
 - 3.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
 - 3.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
 - 3.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
 - 3.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
 - 3.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
 - 3.12.7 a 2W SDSL Loop with an option to remove bridged tap; and
 - 3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap;
- 3.13 Verizon shall make Digital Designed Loops available to NUI at the rates as set forth in the Pricing Attachment.
- 3.14 The following ordering procedures shall apply to the xDSL Loops and Digital Designed Loops:
 - 3.14.1 NUI shall place orders for xDSL Loops and Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
 - 3.14.2 Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL, SDSL and BRI ISDN signals. The results of this survey will be stored in a mechanized database and

made available to NUI as the process is completed in each Central Office. NUI must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL, SDSL or BRI ISDN Loop. Charges for mechanized loop qualification information are set forth in the Pricing Attachment.

- 3.14.3 If the Loop is not listed in the mechanized database described in Section 3.14.2, NUI must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three Business Days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events.
- 3.14.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), NUI may request an Engineering Query, as described in Section 3.14.6, to determine whether the result is due to characteristics of the loop itself (e.g., specific number and location of bridged taps, the specific number of load coils, or the gauge of the cable).
- 3.14.5 If NUI submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the service order back to NUI for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If NUI submits a service order for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to NUI with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).
- 3.14.6 Where NUI has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if NUI is already aware of the conditioning required (e.g., where NUI has previously requested a qualification and has obtained loop characteristics), NUI may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.14 upon receipt of NUI's valid, accurate and pre-qualified service order for a Digital Designed Loop.
- 3.15 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by NUI, an interval of eighteen (18) Business Days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:
 - 3.15.1 Three (3) Business Days will be required following receipt of NUI's valid, accurate and pre-qualified service order for a Digital Designed Loop to

analyze the loop and related plant records and to create an Engineering Work Order.

3.15.2 Upon completion of an Engineering Work Order, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by NUI. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) Business Days. Unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

3.16 If NUI requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If NUI cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, NUI shall compensate Verizon for an Engineering Work Order charge as set forth in the Pricing Attachment. If NUI cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, NUI shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.17 Conversion of Live Telephone Exchange Service to Analog 2W Loops.

3.17.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to NUI Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by Verizon to NUI:

3.17.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If NUI does not request a coordinated cutover, Verizon will process NUI's order as a new installation subject to applicable standard provisioning intervals.

3.17.1.2 NUI shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from NUI the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, NUI and Verizon shall mutually agree on a New Conversion Time, as defined below. NUI shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) Business Days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide NUI the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

- 3.17.1.3 NUI shall provide dial tone at the NUI Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.
- 3.17.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a Business Day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.
- 3.17.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:
 - 3.17.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from NUI; and
 - 3.17.1.5.2 If NUI requests to reschedule outside the one (1) hour time frame above, NUI shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.
- 3.17.1.6 If NUI is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and NUI will reschedule and, upon request from NUI, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
- 3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to NUI is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.
- 3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

3.17.1.9 If NUI requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

3.18 Verizon shall provide NUI access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if NUI orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to NUI. If, however, no spare physical Loop is available, Verizon shall within three (3) Business Days of NUI's request notify NUI of the lack of available facilities. NUI may then at its discretion make a Network Element Bona Fide Request pursuant to Section 14.3 to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). NUI may also make a Network Element Bona Fide Request pursuant to Section 14.3 for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 3.18.

4. Line Sharing

4.1 "Line Sharing" is an arrangement by which Verizon facilitates NUI's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL) (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to NUI, solely for NUI's own use, the frequency range above the voice band on the same copper Loop required by NUI to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops.

4.2 Subject to the conditions set forth in Section 1, Verizon shall provide Line Sharing to NUI for NUI's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, in accordance with this Section 4 and the rates and charges provided in the Pricing Attachment. Verizon shall provide Line Sharing to NUI in accordance with, but only to the extent required by, Applicable Law. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by NUI on that Loop must not significantly degrade the performance of other services provided on that Loop.

- 4.3 Verizon shall make Line Sharing available to NUI at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and nonrecurring charges shown in the Pricing Attachment for Line Sharing itself, the following rates shown in the Pricing Attachment and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by NUI; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, trouble isolation charges, and pair swap/line and station transfer charges.
- 4.4 The following ordering procedures shall apply to Line Sharing:
- 4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. NUI must utilize the Loop qualification processes described in the terms applicable to xDSL and Digital Designed Loops to make this determination.
- 4.4.2 NUI shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.
- 4.4.3 If the Loop is prequalified by NUI through the Loop prequalification database, and if a positive response is received and followed by receipt of NUI's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.
- 4.4.4 If the Loop requires qualification manually or through an Engineering Query, three (3) additional Business Days will generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of NUI's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.
- 4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and NUI orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; or if this Agreement does not contain provisions pertaining to Digital Designed Loops, then in accordance with Verizon's generally available rates, terms and conditions applicable to Digital Design Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes, in the manner required by Applicable Law, that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.

- 4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5, above. The standard provisioning interval for the Line Sharing arrangement shall be as set out in the Verizon Product Interval Guide; provided that the standard provisioning interval for the Line Sharing arrangement shall not exceed the shortest of the following intervals: (a) six (6) Business Days; (b) the standard provisioning interval for the Line Sharing arrangement that is stated in an applicable Verizon Tariff; or, (c) the standard provisioning interval for the Line Sharing arrangement that is required by Applicable Law. The standard provisioning interval for the Line Sharing arrangement shall commence only once any requested engineering and conditioning tasks have been completed. Line Sharing arrangements that require pair swaps or line and station transfers in order to free-up facilities may have a provisioning interval that is longer than the standard provisioning interval for the Line Sharing arrangement. In no event shall the Line Sharing interval offered to NUI be longer than the interval offered to any similarly situated Affiliate of Verizon.
- 4.4.7 NUI must provide all required Collocation, CFA, Special Bill Number (SBN) and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the Point of Termination (POT) Bay, Collocation node, or for splitter placement, must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.
- 4.4.8 The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems and facility issues. NUI will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.
- 4.5 To the extent required by Applicable Law, NUI shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, NUI must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups.
- 4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by NUI for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. NUI's deployment of additional Advanced Services shall be subject to the applicable FCC Rules.

- 4.7 NUI may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. NUI is responsible for providing, through one of the splitter options described below, a splitter at that Wire Center that complies with ANSI specification T1.413, employs Direct Current (DC) blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and operates so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance. NUI is also responsible for providing its own Digital Subscriber Line Access Multiplexer (DSLAM) equipment in the Collocation arrangement and any necessary Customer Provided Equipment (CPE) for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop).

Two splitter configurations are available. In both configurations, the splitter must be provided by NUI and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. NUI must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before NUI submits an order for Line Sharing.

Splitter Option A (Splitter Option 1): Splitter in NUI Collocation Area

In this configuration, the NUI-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by NUI in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the NUI Collocation area. Any rearrangements will be the responsibility of NUI.

Splitter Option C (Splitter Option 2): Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a NUI-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.

In those serving End Offices where Verizon employs the use of a POT Bay for interconnection of NUI's Collocation arrangement with Verizon's network, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the POT Bay and the splitter. Installation of the splitter will be performed by Verizon or, at NUI's election, by a Verizon-approved vendor designated by NUI.

In those serving End Offices where Verizon does not employ a POT Bay for interconnection of NUI's Collocation arrangement with Verizon's network, the NUI provided splitter will be installed (mounted) in a relay rack between the NUI Collocation arrangement and the MDF. The demarcation point is at the splitter end of the cable connecting the NUI Collocation arrangement and the splitter. Installation of the splitter will be performed by Verizon, or, at NUI's election, by a Verizon-approved vendor designated by NUI.

In either scenario, Verizon will control the splitter and will direct any required

activity. Where a POT Bay is employed, Verizon will also perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to NUI upon completion of the required work.

4.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. NUI must submit a new Collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard Collocation intervals will apply.

4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or NUI's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. NUI must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) Business Days shall apply.

4.8 NUI will have the following options for testing shared Loops:

4.8.1 In serving End Offices where Verizon employs a POT Bay for interconnection of NUI Collocation arrangement with Verizon's network, the following options shall be available to NUI.

4.8.1.1 Under Splitter Option A, NUI may conduct its own physical tests of the shared Loop from NUI's collocation area. If it chooses to do so, NUI may supply and install a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the NUI-provided test equipment may not interrupt an in-in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional NUI-provided test head will be installed in NUI's Collocaton area between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.

4.8.1.2 Under Splitter Option C, upon request by NUI, either Verizon or, at NUI's election, a Verizon-approved vendor selected by NUI will install a NUI-provided test head to enable NUI to conduct remote physical tests of the shared Loop. This optional NUI-provided test head will be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The NUI-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate, and may not interrupt the

voice circuit to any greater degree than a conventional MLT test. Specifically, the NUI-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the NUI-provided test head, and will direct all required activity.

4.8.1.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to NUI during normal trouble isolation procedures in accordance with reasonable procedures.

4.8.1.4 Under either Splitter Option, upon request by NUI, Verizon will make MLT access available to NUI via RETAS after the service order has been completed. NUI will utilize the circuit number to initiate a test.

4.8.2 In those serving End Offices where Verizon has not employed a POT Bay for interconnection of NUI's Collocation arrangement with Verizon's network, NUI will not be permitted to supply its own test head. Instead, Verizon will make a testing system available to NUI through use of the on-line computer interface test system at www.verizon.com/wise.

4.8.3 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where NUI has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and NUI will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that NUI should reasonably have been able to isolate and diagnose through one of the testing options available to NUI above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

4.8.4 Verizon and NUI each have a responsibility to educate the Customer regarding which service provider should be called for problems with their respective service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the Central Office. NUI will be responsible for repairing services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. If a splitter or test head that NUI has provided to Verizon malfunctions, NUI shall provide a replacement splitter or test head to Verizon. Before either Party initiates any activity on a shared Loop that may cause a disruption of the service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and NUI will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

- 4.8.5 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with NUI's Advanced Services. Verizon will not repair any CPE provided by NUI. Before a trouble ticket is issued to Verizon, NUI shall validate whether the Customer is experiencing a trouble that arises from NUI's service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.
- 4.8.6 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from NUI's equipment, splitter problems, or NUI's activities, Verizon will:
- 4.8.6.1 Notify NUI and request that NUI immediately test the trouble on NUI's service.
 - 4.8.6.2 If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and NUI has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is NUI's service.
 - 4.8.6.3 Upon completion of the steps in 4.8.6.1 and 4.8.6.2, above, Verizon may temporarily remove the NUI-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is NUI's service.
 - 4.8.6.4 Upon notification from NUI that the malfunction in NUI's service has been cleared, Verizon will restore NUI's service by restoring the splitter on the Customer's Loop.
 - 4.8.6.5 Upon completion of the above steps, NUI will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning NUI service from the Customer's line if the cause of the voice interruption was NUI's service.
 - 4.8.6.6 Verizon shall not be liable to NUI, the Customer, or any other person, for damages of any kind for disruptions to NUI's service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and NUI shall indemnify Verizon from any Claims that result from such steps.

5. Line Splitting

CLECs may provide integrated voice and data services over the same Loop by engaging in "Line Splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability, CLECs may utilize supporting Verizon OSS to order and combine in a Line Splitting configuration an unbundled xDSL

capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a Line Splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a Line Splitting configuration using the same Network Elements utilized in the pre-existing platform arrangement, or seeking to migrate a Line Sharing arrangement to a Line Splitting configuration using the existing Loop, a Verizon Local Switching Network Element, and the existing central office wiring configuration, may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

6. Sub-Loop

6.1 Sub-Loop – Distribution (USLA).

Subject to the conditions set forth in Section 1 and upon request by NUI, Verizon shall provide NUI with access to a Sub-Loop Distribution Facility (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6, the rates set forth in the Pricing Attachment, and the rates, terms and conditions set forth in Verizon's applicable Tariffs. A "Distribution Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an FDI) and the rate demarcation point for such facility (or network interface device (NID) if the NID is located at such rate demarcation point). Verizon shall provide NUI with access to a Sub-Loop Distribution Facility in accordance with, but only to the extent required by, Applicable Law.

6.1.1 NUI may request that Verizon reactivate (if available) an unused drop and NID or provide NUI with access to a drop and NID that, at the time of NUI's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined).

6.1.2 NUI may obtain access to a Sub-Loop Distribution Facility only at an FDI and only from a Telecommunications outside plant interconnection cabinet (TOPIC) or, if NUI is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution Facility is located in such enclosure, from the collocation arrangement of NUI at such terminal. To obtain access to a Sub-Loop Distribution Facility, NUI shall install a TOPIC on an easement or Right of Way obtained by NUI within 100 feet of the Verizon FDI to which such Distribution Sub-Loop is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a NUI TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by NUI for any electronics in the TOPIC. NUI shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

- 6.1.3 NUI may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to NUI, the following information regarding a Sub-Loop Distribution Facility that serves an identified Customer: the Sub-Loop Distribution Facility's length and gauge; whether Sub-Loop Distribution Facility has loading and bridged tap; the amount of bridged tap (if any) on the Sub-Loop Distribution Facility; and, the location of the FDI to which the Sub-Loop Distribution Facility is connected.
- 6.1.4 To order access to a Sub-Loop Distribution Facility, NUI must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution Facility is connected to a NUI TOPIC. To make such a request, NUI must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which NUI wishes to access the Sub-Loop Distribution Facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of NUI's demand for access to Sub-Loop Distribution Facilities at the requested FDI. NUI must submit the application fee set forth in the Pricing Attachment attached hereto and Verizon's applicable Tariffs (a "Sub-Loop Distribution Facility Application Fee") with Sub-Loop Distribution Facility Interconnection Application. NUI must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Verizon
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@Verizon.com

- 6.1.5 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Facility Application Fee for such application, Verizon shall provide to NUI a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Facility Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Facility Interconnection Cost Statement").
- 6.1.6 NUI shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Facility Interconnection Cost Statement within sixty (60) days of NUI's receipt of such statement and the associated Sub-Loop Distribution Facility Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Facility Interconnection Application shall be deemed to have been withdrawn if NUI breaches its payment obligation under this Section. Upon Verizon's completion of the work that Verizon must perform to provide NUI with access to a Distribution Sub-Loop, Verizon shall bill NUI, and NUI shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Facility Interconnection Cost Statement for such access.

- 6.1.7 After Verizon has completed the installation of the interconnecting cable to a NUI TOPIC and NUI has paid the full cost of such installation, NUI can request the connection of Verizon Sub-Loop Distribution Facilities to the NUI TOPIC. At the same time, NUI shall advise Verizon of the services that NUI plans to provide over the Sub-Loop Distribution Facility, request any conditioning of the Sub-Loop Distribution Facility and assign the pairs in the interconnecting cable. NUI shall run any crosswires within the TOPIC.
- 6.1.8 If NUI requests that Verizon reactivate an unused drop and NID, then NUI shall provide dial tone (or its DSL equivalent) on the NUI side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution Facility to the NUI dial tone or equivalent from the TOPIC. If NUI requests that Verizon provide NUI with access to a Sub-Loop Distribution Facility that, at the time of NUI's request, Verizon is using to provide service to a Customer, then, after NUI has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution Facility using the "loop through" approach. On the due date, NUI shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution Facility and submit NUI's long-term number portability request.
- 6.1.9 Verizon will not provide access to a Sub-Loop Distribution Facility if Verizon is using the loop of which the Sub-Loop Distribution Facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.
- 6.1.10 Verizon shall provide NUI with access to a Sub-Loop Distribution Facility in accordance with negotiated intervals
- 6.1.11 Verizon shall repair and maintain a Sub-Loop Distribution Facility at the request of NUI and subject to the time and material rates set forth in Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. NUI accepts responsibility for initial trouble isolation for Sub-Loop Distribution Facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) NUI reports to Verizon a Customer trouble, (b) NUI requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution Facility facilities or equipment in whole or in part, NUI shall pay Verizon the charges set forth in the Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when the Customer contact as designated by NUI is not available at the appointed time. If as the result of NUI instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to NUI by Verizon. If as the result of NUI instructions, Verizon is

erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to NUI by Verizon.

6.2 Sub-Loop – Feeder (UFSE).

- 6.2.1 Subject to the conditions set forth in Section 1 of this agreement and upon request by NUI, Verizon shall provide NUI with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6.2, the rates and charges provided in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. A "Feeder Sub-Loop" means a DS1 or DS3 transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office.
- 6.2.2 NUI may obtain access to a Feeder Sub-Loop only from a NUI collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if NUI has a collocation arrangement in such RTEE. Upon NUI's request, Verizon will connect a Feeder Sub-Loop to a NUI collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either a NUI collocation arrangement in the Verizon RTEE that subtends such end office or a Telecommunications Carrier Outside Plant Cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that NUI has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and NUI that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of a NUI collocation arrangement in a Verizon Central Office or to a NUI TOPIC, by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. NUI may obtain access to a Feeder Sub-Loop between an end office and an RTEE or an FDI only if DS1 or DS3-capable transmission facilities are available and not in use between such office and RTEE or FDI.
- 6.2.3 NUI shall run any crosswires within a NUI physical collocation arrangement and a NUI TOPIC and NUI will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to a NUI collocation arrangement. NUI shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and NUI shall not bill Verizon, and Verizon shall not pay NUI, for providing such power and space.
- 6.2.4 Verizon shall not be obligated to provide to NUI any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If NUI requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to NUI in accordance with, but only to the extent required by, the terms, provisions and rates in this Agreement that govern loops, if any.

- 6.2.5 Verizon shall provide NUI with access to a Feeder Sub-Loop in accordance with negotiated intervals.
- 6.2.6 Verizon shall repair and maintain a Feeder Sub-Loop at the request of NUI and subject to the time and material rates set forth in the Pricing Attachment and the rates, terms and conditions of Verizon's applicable Tariffs. NUI may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. NUI accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) NUI reports to Verizon a trouble, (b) NUI requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then NUI shall pay Verizon the charges set forth in Pricing Attachment and Verizon's applicable Tariffs for time associated with said dispatch. In addition, these charges also apply when a NUI contact as designated by NUI is not available at the appointed time. If as the result of NUI instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to NUI by Verizon. If as the result of NUI instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), the charges set forth in Pricing Attachment and Verizon's applicable Tariffs will be assessed per occurrence to NUI by Verizon.

6.3 Collocation in Remote Terminals.

To the extent required by Applicable Law, Verizon shall allow NUI to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment and the Pricing Attachment.

7. Inside Wire

7.1 House and Riser.

Subject to the conditions set forth in Section 1 and upon request by NUI, Verizon shall provide to NUI access to a House and Riser Cable (as such term is hereinafter defined) in accordance with this Section 7 and the rates and charges provided in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device (NID) if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for NUI. NUI may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide NUI with access to House and Riser Cable in accordance with, but only to the extent required by, Applicable Law. NUI must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

- 7.1.1 NUI shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross

connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

7.1.2 If suitable space is available, NUI shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

7.1.3 NUI's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that NUI's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

7.1.4 NUI shall identify its terminal block and equipment as a NUI facility.

7.2 To provide NUI with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for NUI, (c) secure space for NUI in any building, (d) secure access to any portion of a building for NUI or (e) reserve space in any building for NUI.

7.3 NUI must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to NUI service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to NUI's termination block, and Verizon shall determine how to perform such installation. NUI shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to NUI in accordance with NUI's order for such services.

7.4 If a NUI compatible connecting block or spare termination on NUI's connecting block is not available at the time of installation, Verizon shall bill NUI, and NUI shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date.

7.5 Verizon shall perform all installation work on Verizon equipment. All NUI equipment connected to a House and Riser Cable shall comply with applicable industry standards.

7.6 Verizon shall repair and maintain a House and Riser Cable at the request of NUI. NUI shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) NUI reports to Verizon a Customer trouble, (b) NUI requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then NUI shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by NUI is not available at the appointed time. If as the result of NUI instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to NUI by Verizon. If as the result of NUI instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to NUI by Verizon.

8. Dark Fiber

8.1 Subject to the conditions set forth in Section 1 and upon request,, Verizon shall provide NUI with access to unbundled Dark Fiber Loops, Dark Fiber Sub-loops and Dark Fiber IOF (as such terms are hereinafter defined) in accordance with, and subject to, the rates, terms and conditions provided in the Pricing Attachment and rates, terms and conditions of Verizon's applicable Tariffs. Access to unbundled Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided by Verizon only where existing facilities are available at the requested availability date. Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offerings.

8.1.1 A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between Verizon's Accessible Terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point at a Customer premise, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

8.1.2 A "Dark Fiber Sub Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable (a) between Verizon's Accessible Terminal located within a Verizon Wire Center, and Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure, (b) between Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure and Verizon's main termination point located within a Customer premise, or (c) between Verizon's Accessible Terminals at Verizon remote terminal equipment enclosures, and that in all cases has not been activated through connection to electronics that "light" it and render it capable of carrying Telecommunications Services.

8.1.3 A "Dark Fiber IOF" consists of continuous fiber strand(s) that are located within a fiber optic cable between either (a) Accessible Terminals in two Verizon Central Offices or (b) an Accessible Terminal in a Verizon Central Office and a NUI Central Office, but, in either case, that has not been activated through connection to multiplexing, aggregation or other electronics that "light it" and thereby render it capable of carrying Telecommunications Services.

8.2 In addition to the other terms and conditions of this Agreement, the following terms and conditions shall apply to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF:

8.2.1 Verizon shall be required to provide a Dark Fiber Loop only where one end of the Dark Fiber Loop terminates at a Verizon Accessible Terminal in Verizon's Central Office that can be cross-connected to NUI's collocation arrangement located in that same Verizon Central Office and the other end terminates at the Customer premise. Verizon shall be required to provide a Dark Fiber Sub-Loop only where (1) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal in Verizon's Central Office that can be cross-connected to NUI's collocation arrangement located in that same Verizon Central Office and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to NUI's collocation arrangement or adjacent structure, or

(2) one end of the Dark Fiber Sub-Loop terminates at Verizon's main termination point located within the Customer premise and the other end terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to NUI's collocation arrangement or adjacent structure, or (3) one end of the Dark Fiber Sub-Loop terminates at Verizon's Accessible Terminal at a Verizon remote terminal equipment enclosure that can be cross-connected to NUI's collocation arrangement or adjacent structure and the other end terminates at Verizon's Accessible Terminal at another Verizon remote terminal equipment enclosure that can be cross-connected to NUI's collocation arrangement or adjacent structure. A NUI demarcation point at a Customer premise shall be established in the main telco room of the Customer premise if Verizon is located in that room or, if the building does not have a main telco room or if Verizon is not located in that room, then at a location to be determined by Verizon. A NUI demarcation point at a Customer premise shall be established at a location that is no more than 30 feet from Verizon's Accessible Terminal on which the Dark Fiber Loop or Dark Fiber Sub-Loop terminates. Verizon shall connect a Dark Fiber Loop or Dark Fiber Sub-Loop to the NUI demarcation point by installing a fiber jumper no greater than 30 feet in length

- 8.2.2 NUI may access a Dark Fiber Loop, a Dark Fiber Sub-Loop, or Dark Fiber IOF only at a pre-existing Verizon Accessible Terminal of such Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF, and NUI may not access a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF at any other point, including, but not limited to, a splice point or case. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF are not available NUI unless such Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF already are terminated on a Verizon Accessible Terminal. Except where required by Applicable Law, Verizon will not introduce additional splice points or open existing splice points or cases to accommodate NUI's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch panel, are not available to NUI.
- 8.2.3 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).
- 8.2.4 Verizon shall perform all work necessary to install (1) a cross connect or a fiber jumper from a Verizon Accessible Terminal to a NUI collocation arrangement or (2) from a Verizon Accessible Terminal to NUI's demarcation point at a Customer premise or NUI Central Office.
- 8.2.5 A Dark Fiber Inquiry must be submitted prior to submitting an ASR. Upon receipt of the completed Dark Fiber Inquiry, Verizon will initiate a review of its cable records to determine whether Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF may be available between the locations and in the quantities specified. Verizon will respond within fifteen (15) Business Days from receipt of the NUI's request, indicating whether Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to

negotiate a different interval. The Dark Fiber Inquiry is a record search and does not guarantee the availability of Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.

- 8.2.6 NUI shall order Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF by sending to Verizon a separate ASR for each A to Z route.
- 8.2.7 Access to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that terminate in a Verizon premise must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.
- 8.2.8 A Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF will be offered to NUI in the condition that it is available in Verizon's network at the time that NUI submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF for NUI's use.
- 8.2.9 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, and, therefore, will not be offered to NUI as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.10 Fiber that has been assigned to fulfill a Customer order or for maintenance purposes will not be offered to NUI as Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF.
- 8.2.11 NUI shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.
- 8.2.12 NUI may not resell Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, purchased pursuant to this Agreement to third parties.
- 8.2.13 Except to the extent that Verizon is required by Applicable Law to provide Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF to NUI for use for Special or Switched Exchange Access Services, NUI shall not use Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF, for Special or Switched Exchange Access Services.
- 8.2.14 In order to preserve the efficiency of its network, Verizon will limit NUI to leasing up to a maximum of twenty-five percent (25%) of the Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF in any given segment of Verizon's network. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:
 - 8.2.14.1 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to NUI upon a showing of need to the Commission and twelve (12) months' advance written notice to NUI; and
 - 8.2.14.2 Revoke Dark Fiber Loops, Dark Fiber Sub-Loops or Dark Fiber IOF leased to NUI upon a showing to the Commission

that NUI underutilized fiber within any twelve (12) month period;

- 8.2.14.3 Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a NUI order for Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than NUI, or impair Verizon's ability to meet a legal obligation.

8.2.15 NUI may not reserve Dark Fiber Loops, Dark Fiber Sub-Loops, or Dark Fiber IOF.

8.2.16 NUI shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF accommodate the requirements of NUI; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) NUI's collocation arrangements with any proper optical cross connects or other equipment that NUI needs to access Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF before it submits an order for such access. NUI hereby represents and warrants that it shall have all such rights of way, authorizations and the like applicable to the geographic location at which it wishes to establish a demarcation point for dark fiber, on or before the date that NUI places an order for the applicable dark fiber, and that it shall maintain the same going forward.

8.2.17 NUI is responsible for trouble isolation before reporting trouble to Verizon. Verizon will restore continuity to Dark Fiber Loops, Dark Fiber Sub-Loops and Dark Fiber IOF that have been broken. Verizon will not repair a Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF that is capable of transmitting light, even if the transmission characteristics of the Dark Fiber Loop, Dark Fiber Sub-Loop or Dark Fiber IOF have changed.

8.2.18 NUI is responsible for all work activities at the Customer premises. Except as otherwise required by Applicable Law, all negotiations with the premises owner are solely the responsibility of NUI.

9. Network Interface Device

- 9.1 Subject to the conditions set forth in Section 1, at NUI's request, Verizon shall permit NUI to connect a NUI Loop to the Inside Wiring of a Customer through the use of a Verizon NID in accordance with this Section 9 and the rates and charges provided in the Pricing Attachment. Verizon shall provide NUI with access to NIDs in accordance with, but only to the extent required by, Applicable Law. NUI may access a Verizon NID either by means of a connection (but only if the use of such connection is technically feasible) from an adjoining NUI NID deployed by NUI or, if an entrance module is available in the Verizon NID, by connecting a NUI Loop to the Verizon NID. In all cases, Verizon shall perform this connection. When necessary, Verizon will rearrange its facilities to provide access to an

existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it.

- 9.2 In no case shall NUI access, remove, disconnect or in any other way rearrange, Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.
- 9.3 In no case shall NUI access, remove, disconnect or in any other way rearrange, a Customer's Inside Wiring from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wiring is used in the provision of ongoing Telecommunications Service to that Customer.
- 9.4 In no case shall NUI remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
- 9.5 In no case shall NUI remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.
- 9.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wiring must be resolved by the person who controls use of the wiring (e.g., the Customer).
- 9.7 When NUI is connecting a NUI-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, NUI does not need to submit a request to Verizon and Verizon shall not charge NUI for access to the Verizon NID. In such instances, NUI shall comply with the provisions of Sections 9.2 through 9.7 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 9.8 of this Agreement.
- 9.8 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), NUI may access the Customer's Inside Wiring, acting as the agent of the Customer by any of the following means:
 - 9.8.1 Where an adequate length of Inside Wiring is present and environmental conditions permit, NUI may remove the Inside Wiring from the Customer's side of the Verizon NID and connect that Inside Wiring to NUI's NID.
 - 9.8.2 Where an adequate length of Inside Wiring is not present or environmental conditions do not permit, NUI may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wiring from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wiring within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.
 - 9.8.3 NUI may request Verizon to make other rearrangements to the Inside Wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. NUI, its agent, the building owner or the Customer). If NUI accesses the Customer's Inside Wiring as described in this Section 9.8.3, time and materials charges will be billed to the requesting party (i.e. NUI, its agent, the building owner or the Customer).

10. Unbundled Switching Elements

10.1 Subject to the conditions set forth in Section 1, Verizon shall make available to NUI the Local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services, in accordance with this Section 10 and the rates and charges provided in the Pricing Attachment. Verizon shall provide NUI with access to the Local Switching Element and the Tandem Switching Element in accordance with, but only to the extent required by, Applicable Law.

10.2 Local Switching.

10.2.1 The unbundled Local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports), plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

10.2.2 Verizon shall offer, as an optional chargeable feature, usage tapes in accordance with Section **Error! Reference source not found.** of the Additional Services Attachment.

10.2.3 NUI may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. NUI may submit a Bona Fide Request in accordance with Section 14.3 for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of NUI to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

10.3 Network Design Request (NDR).

Prior to submitting any order for unbundled Local Switching (as a UNE or in combination with other UNEs), NUI shall complete the NDR process. As part of the NDR process, NUI shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled Local Switching.

If NUI selects customized routing, NUI shall define the routing plan and Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

10.4 Tandem Switching.

The unbundled Tandem Switching Element includes trunk-connect facilities, the

basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

11. Unbundled Interoffice Facilities

Subject to the conditions set forth in Section 1, where facilities are available, at NUI's request, Verizon shall provide NUI with IOF unbundled from other Network Elements at the rates set forth in the Pricing Attachment; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that NUI also purchases unbundled Local Switching capability from Verizon in accordance with Section 10 of this Attachment. Verizon shall provide NUI with such IOF in accordance with, but only to the extent required by, Applicable Law.

12. Signaling Networks and Call-Related Databases

- 12.1 Subject to the conditions set forth in Section 1, Verizon shall provide NUI with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases, in accordance with this Section 12 and the rates and charges provided in the Pricing Attachment. Such access shall be provided by Verizon in accordance with, but only to the extent required by, Applicable Law.
- 12.2 NUI shall provide Verizon with CCS Interconnection required for call routing and completion, and the billing of calls which involve NUI's Customers, at non-discriminatory rates (subject to the provisions of the Pricing Attachment), terms and conditions, provided further that if the NUI information Verizon requires to provide such call-related functionality is resident in a database, NUI will provide Verizon with the access and authorization to query NUI's information in the databases within which it is stored.
- 12.3 Alternatively, either Party ("Purchasing Party") may secure CCS Interconnection from a commercial SS7 hub provider (third party signaling provider) to transport signaling messages to and from the Verizon CCS network, and in that case the other Party will permit the Purchasing Party to access the same databases as would have been accessible if the Purchasing Party had connected directly to the other Party's CCS network. If a third party signaling provider is selected by NUI to transport signaling messages, that third party provider must present a letter of agency to Verizon, prior to the testing of the interconnection, authorizing the third party to act on behalf of NUI.
- 12.4 Regardless of the manner in which NUI obtains CCS Interconnection, NUI shall comply with Verizon's SS7 certification process prior to establishing CCS Interconnection with Verizon.
- 12.5 The Parties will provide CCS Signaling to each other, where and as available, in conjunction with all Reciprocal Compensation Traffic, Toll Traffic, Meet Point Billing Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS Features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling

party category, and charge number. All privacy indicators will be honored as required under applicable law.

- 12.6 The Parties will follow all OBF-adopted standards pertaining to CIC/OZZ codes.
- 12.7 Where CCS Signaling is not available, in-band multi-frequency ("MF") wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instances where the Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will out pulse the full ten-digit telephone number of the called Party to the other Party.
- 12.8 The Parties acknowledge that there is a network security risk associated with interconnection with the public Internet Protocol network, including, but not limited to, the risk that interconnection of NUI signaling systems to the public Internet Protocol network may expose NUI and Verizon signaling systems and information to interference by third parties. NUI shall notify Verizon in writing sixty (60) days in advance of installation of any network arrangement that may expose signaling systems or information to access through the public Internet Protocol network. NUI shall take commercially reasonable efforts to protect its signaling systems and Verizon's signaling systems from interference by unauthorized persons.
- 12.9 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.
- 12.10 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:
 - 12.10.1 Telcordia Generic Requirements, GR-905-CORE, Issue 1, March, 1995, and subsequent issues and amendments; and
 - 12.10.2 Where applicable, Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon-905).
- 12.11 Each Party shall charge the other Party mutual and reciprocal rates for any usage-based charges for CCS Signaling, toll free service access code (e.g., 800/888/877) database access, LIDB access, and access to other necessary databases, as follows: Verizon shall charge NUI in accordance with the Pricing Attachment and the terms and conditions in applicable Tariffs. NUI shall charge Verizon rates equal to the rates Verizon charges NUI, unless NUI's Tariffs for CCS signaling provide for lower generally available rates, in which case NUI shall charge Verizon such lower rates. Notwithstanding the foregoing, to the extent a Party uses a third party vendor for the provision of CCS Signaling, such charges shall apply only to the third party vendor.

13. Operations Support Systems

Subject to the conditions set forth in Section 1 above and in Section **Error! Reference source not found.** of the Additional Services Attachment, Verizon shall provide NUI with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Verizon shall provide NUI with such access in accordance with, but only to the extent required by, Applicable Law. All such

transactions shall be submitted by NUI through such electronic interfaces.

14. Availability of Other Network Elements on an Unbundled Basis

14.1 Any request by NUI for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 14.3, below. NUI shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

14.2 Notwithstanding anything to the contrary in this Section 14, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 14 except as required by Applicable Law.

14.3 Network Element Bona Fide Request (BFR).

14.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

14.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

14.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

14.3.4 Within ten (10) Business Days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

14.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.

14.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.

14.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.

14.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

14.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

15. Maintenance of Network Elements

If (a) NUI reports to Verizon a Customer trouble, (b) NUI requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then NUI shall pay Verizon a charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by NUI is not available at the appointed time. NUI accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of NUI instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to NUI by Verizon. If as the result of NUI instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to NUI by Verizon. Verizon agrees to respond to NUI trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

16. Combinations

16.1 Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to NUI, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

17. Rates and Charges

The rates and charges for UNEs, Combinations and other services, facilities and arrangements, offered under this Attachment shall be as provided in this Attachment and the Pricing Attachment.

COLLOCATION ATTACHMENT

1. Verizon's Provision of Collocation

Verizon shall provide to NUI, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating NUI's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to NUI only to the extent required by Applicable Law and may decline to provide Collocation to NUI to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to NUI in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

2. NUI's Provision of Collocation

Upon request by Verizon, NUI shall provide to Verizon collocation of facilities and equipment for the purpose of facilitating Verizon's interconnection with facilities or services of NUI. NUI shall provide collocation on a non-discriminatory basis in accordance with NUI's applicable Tariffs, or in the absence of applicable NUI Tariffs, in accordance with terms, conditions and prices to be negotiated by the Parties.

911 ATTACHMENT

1. 911/E-911 Arrangements

- 1.1 NUI may, at its option, interconnect to the Verizon 911/E-911 Selective Router or 911 Tandem Offices, as appropriate, that serve the areas in which NUI provides Telephone Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Points (PSAP). In such situations, Verizon will provide NUI with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E-911 is not available, NUI and Verizon will negotiate arrangements to connect NUI to the 911 service in accordance with applicable state law.
- 1.2 Path and route diverse Interconnections for 911/E-911 shall be made at the NUI-IP, the Verizon-IP, or other points as necessary and mutually agreed, and as required by law or regulation.
- 1.3 Within thirty (30) days of its receipt of a complete and accurate request from NUI, to include all required information and applicable forms, and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide NUI, where Verizon offers 911 service, with the following at a reasonable fee, if applicable:
 - 1.3.1 a file via electronic medium containing the Master Street Address Guide ("MSAG") for each county within the LATA(s) where NUI is providing, or represents to Verizon that it intends to provide within sixty (60) days of NUI's request, local exchange service, which MSAG shall be updated as the need arises and a complete copy of which shall be made available on an annual basis;
 - 1.3.2 a list of the address and CLLI code of each 911/E-911 selective router or 911 Tandem office(s) in the area in which NUI plans to offer Telephone Exchange Service;
 - 1.3.3 a list of geographical areas, e.g., LATAs, counties or municipalities, with the associated 911 tandems, as applicable.
 - 1.3.4 a list of Verizon personnel who currently have responsibility for 911/E-911 requirements, including a list of escalation contacts should the primary contacts be unavailable.
 - 1.3.5 any special 911 trunking requirements for each 911/E-911 selective router or 911 Tandem Office, where available, and;
 - 1.3.6 prompt return of any NUI 911/E-911 data entry files containing errors, so that NUI may ensure the accuracy of the Customer records.

2. Electronic Interface

NUI shall use, where available, the appropriate Verizon electronic interface, through which NUI shall input and provide a daily update of 911/E-911 database information related to appropriate NUI Customers. In those areas where an electronic interface is not available, NUI shall provide Verizon with all appropriate 911/E-911 information such as name, address, and telephone number via facsimile for Verizon's entry into the 911/E-911 database system. Any 911/E-911-related data exchanged between the Parties prior

to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E-911-related data exchanged electronically shall conform to the National Emergency Number Association standards (NENA). NUI may also use the electronic interface, where available, to query the 911/E-911 database to verify the accuracy of NUI Customer information.

3. 911 Interconnection

Verizon and NUI will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient interconnection of NUI systems to the 911/E-911 platforms and/or systems.

4. 911 Facilities

NUI shall be responsible for providing facilities from the NUI End Office to the 911 Tandem or selective router. NUI shall deploy diverse routing of 911 trunk pairs to the 911 tandem or selective router.

5. Local Number Portability for use with 911

The Parties acknowledge that until Local Number Portability (LNP) with full 911/E-911 compatibility is utilized for all ported telephone numbers, the use of Interim Number Portability ("INP") creates a special need to have the Automatic Location Identification (ALI) screen reflect two numbers: the "old" number and the "new" number assigned by NUI. Therefore, for those ported telephone numbers using INP, NUI will provide the 911/E-911 database with both the forwarded number and the directory number, as well as all other required information including the appropriate address information for the customer for entry into the 911/E-911 database system. Further, NUI will output the telephone number to which the call has been forwarded (that is, the Customer's ANI) to the 911 Tandem office or selective router. NUI will include their NENA five character Company Identification ("COID") for inclusion in the ALI display.

5.1 NUI is required to enter data into the 911/E-911 database under the NENA Standards for LNP. This includes, but is not limited to, using NUI's NENA COID to lock and unlock records and the posting of NUI's NENA COID to the ALI record where such locking and migrating feature for 911/E-911 records are available or as defined by local standards.

6. PSAP Coordination

Verizon and NUI will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.

7. 911 Compensation

NUI will compensate Verizon for connections to its 911/E-911 platform and/or system pursuant to the rate schedule included in the Pricing Attachment.

8. 911 Rules and Regulations

NUI and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E-911 services in Maine.

PRICING ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3, below, Charges for Services shall be as stated in this Section 1.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to NUI for Resale Pursuant to the Resale Attachment

- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
 - 2.1.1 The Charges for a Verizon Telecommunications Service purchased by NUI for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for

resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.

- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by NUI for resale pursuant to Section **Error! Reference source not found.** of the Resale Attachment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act, shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or, (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Appendix A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to NUI for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to NUI for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Appendix A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.
- 2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 shall not be applied to:
- 2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;
 - 2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;
 - 2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).
 - 2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale rate discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).

2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by NUI pursuant to Section **Error! Reference source not found.** of the Resale Attachment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

2.3.1 NUI shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to NUI.

3. NUI Prices

Notwithstanding any other provision of this Agreement, the Charges that NUI bills Verizon for NUI's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent that NUI's cost to provide such NUI Services to Verizon exceeds the Charges for Verizon's comparable Services and NUI has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

4. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251.

5. Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX A TO THE PRICING ATTACHMENT

VERIZON MAINE AND NUI

A. INTERCONNECTION¹

	Verizon Service	Rate
1.	Rate for Reciprocal Compensation Traffic delivered to a Verizon-IP or to a NUI IP	\$0.008/minute of use (mou) Charged in accordance with Interconnection Attachment, Section 7, as appropriate
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per Verizon FCC No. 11 interstate and Maine PUC No. 17 intrastate access tariffs (charged in conjunction with Reciprocal Compensation Traffic, using Traffic Factor 1 and Traffic Factor 2, as appropriate)
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per Verizon FCC No. 11 interstate and Maine PUC 17 intrastate access tariffs for Feature Group D service.

II. Transit Service

a. Tandem Transit Service

Rates: (Day) = \$0.008717 per minute
(Eve) = \$0.010598 per minute
(Night) = \$0.001776 per minute

b. Dedicated Transit Service

	<u>Monthly charges</u>
(1) 1.544 Mbps Connection: 2(DS-1 SAC)#	\$ 3.70
(2) 45 Mbps Connection: 2(DS-3 SAC)#	\$55.68

#Rate = twice the applicable charge for the appropriate Service Access Charge ("SAC")

	<u>Non-recurring charges</u>
<u>Standard Interval</u>	
(3) Service Order Charge	\$21.48 (per order)
(4) Service Connection Charge	\$43.39 (per connection)
(5) Service Installation Charge	\$ 9.87 (per connection)

<u>Expedited Interval</u>	
(3) Service Order Charge	\$31.85 (per order)
(4) Service Connection Charge	\$60.01 (per connection)
(5) Service Installation Charge	\$13.99 (per connection)

B. UNBUNDLED NETWORK ELEMENTS²

¹ All rates and charges specified herein are pertaining to the Interconnection Attachment.

I. Unbundled Database Access³

a. 800/888 Database

Reciprocal Compensation: 800 Database (refer to I above)
(charged to originating Party).

800 Database query: \$0.001786 per query

b. LIDB

Access to Signal Systems and Call Related Databases:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
LIDB Access: Scp Query	\$0.001394 Per Query	Not Applicable
LIDB Record Management		Not Applicable
Record Charge (During Recovery Period)	\$0.034600 Per Record/Month	Not Applicable
Record Charge (After Recovery Period)	\$0.002300 Per Record/Month	Not Applicable
LIDB Database Load Charge		Not Applicable
<= 10,000 Records	\$38.47 Per Hour	Not Applicable
> 10,000 Records	\$158.57 Per Hour	Not Applicable

² All rates and charges specified herein are pertaining to the Unbundled Network Element Attachment.

³ Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

II. Unbundled Local Loops⁴

(a). Monthly Recurring Charges

(1) ULL facility: ULL type (per month)	Statewide
2-Wire Analog Voice Grade	\$17.53
4-Wire Analog Voice Grade	\$52.46
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$43.79
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$43.79
4-Wire DS-1-compatible Digital Grade	\$238.84
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$17.53
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$17.53
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$17.53
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$17.53
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$43.79
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$17.53
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$17.53
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$52.46
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$52.46
2 Wire SDSL compatible ULL	\$43.79
2 Wire SDSL compatible ULL with Bridged Tap removal	\$43.79
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$43.79
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$43.79

(2) Service Access Charge: ULL type	(per month)
Voice Grade/DS-0	\$0.30
DS-1	\$1.85

⁴ In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.verizon.com/wise> for former GTE service areas and former Bell Atlantic service areas.

(b) Non-Recurring Charges

(1) Service Order Charge (per order)						
	Standard Interval			Expedite		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$0.00	\$10.17	\$14.18	\$0.00	\$15.07	\$21.02
4-Wire Analog Voice Grade	\$0.00	\$10.17	\$14.18	\$0.00	\$15.07	\$21.02
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
4-Wire DS-1-compatible Digital Grade	\$64.44	\$64.44	\$64.44	\$99.55	\$99.55	\$99.55
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$64.44	\$64.44	\$64.44	\$99.55	\$99.55	\$99.55
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$64.44	\$64.44	\$64.44	\$99.55	\$99.55	\$99.55
2 Wire SDSL compatible ULL	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2 Wire SDSL compatible ULL with Bridged Tap removal	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$6.08	\$16.25	\$20.26	\$9.02	\$24.09	\$30.04

(2) Service Connection Charge: (per loop)		
ULL Type	Service Connection: Standard	Service Connection: CO Wiring
2-Wire Analog Voice Grade	\$45.93	\$19.41
4-Wire Analog Voice Grade	\$45.93	\$19.41
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$45.93	\$19.41

2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$45.93	\$19.41
4-Wire DS-1-compatible Digital Grade	\$123.55	\$39.87
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$45.93	\$19.41
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$45.93	\$19.41
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$45.93	\$19.41
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$45.93	\$19.41
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$45.93	\$19.41
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$45.93	\$19.41
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$45.93	\$19.41
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$123.55	\$39.87
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$123.55	\$39.87
2 Wire SDSL compatible ULL	\$45.93	\$19.41
2 Wire SDSL compatible ULL with Bridged Tap removal	\$45.93	\$19.41
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$45.93	\$19.41
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$45.93	\$19.41

(3) Installation Dispatch (per dispatch)				
Installation Dispatch (per dispatch)				TC Not Ready
ULL Type	1 ULL	2-9 ULL	10+ ULL	(per occasion)
2-Wire Analog Voice Grade	\$73.93	\$82.34	\$89.42	\$77.37
4-Wire Analog Voice Grade	\$73.93	\$82.34	\$89.42	\$77.37
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$73.93	\$82.34	\$89.42	\$77.37
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$73.93	\$82.34	\$89.42	\$77.37
4-Wire DS-1-compatible Digital Grade	\$89.86	\$89.86	\$89.86	\$77.37
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$73.93	\$82.34	\$89.42	\$77.37

2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$73.93	\$82.34	\$89.42	\$77.37
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$73.93	\$82.34	\$89.42	\$77.37
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$73.93	\$82.34	\$89.42	\$77.37
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$73.93	\$82.34	\$89.42	\$77.37
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$73.93	\$82.34	\$89.42	\$77.37
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$73.93	\$82.34	\$89.42	\$77.37
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$89.86	\$89.86	\$89.86	\$77.37
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$89.86	\$89.86	\$89.86	\$77.37
2 Wire SDSL compatible ULL	\$73.93	\$82.34	\$89.42	\$77.37
2 Wire SDSL compatible ULL with Bridged Tap removal	\$73.93	\$82.34	\$89.42	\$77.37
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$73.93	\$82.34	\$89.42	\$77.37
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$73.93	\$82.34	\$89.42	\$77.37

(4) Manual Intervention Surcharge (where mechanized interface available but not used)

Standard Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
4-Wire Analog Voice Grade	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
4-Wire DS-1-compatible Digital Grade	\$6.87	\$6.87	\$6.87	\$0.00	\$0.00	\$0.00
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$6.87	\$6.87	\$6.87	\$0.00	\$0.00	\$0.00
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$6.87	\$6.87	\$6.87	\$0.00	\$0.00	\$0.00
2 Wire SDSL compatible ULL	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2 Wire SDSL compatible ULL with Bridged Tap removal	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$34.91	\$68.33	\$311.91	\$11.96	\$11.96	\$11.96

Expedited Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
4-Wire Analog Voice Grade	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96

2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
4-Wire DS -1-compatible Digital Grade	\$10.19	\$10.19	\$10.19	\$0.00	\$0.00	\$0.00
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$10.19	\$10.19	\$10.19	\$0.00	\$0.00	\$0.00
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$10.19	\$10.19	\$10.19	\$0.00	\$0.00	\$0.00
2 Wire SDSL compatible ULL	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2 Wire SDSL compatible ULL with Bridged Tap removal	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$51.76	\$101.32	\$462.49	\$11.96	\$11.96	\$11.96

(5) Misdirected Trouble Dispatches (charge per occasion)

- (a) Dispatch IN (to Central Office) \$75.50
- (b) Dispatch IN (EXPEDITE) \$102.58
- (c) Dispatch OUT (to Customer Premise) \$148.09
- (d) Dispatch OUT (EXPEDITE) \$197.49

(c) Digital Loops and Digital Designed Loops (Conditioning)

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Standard Digital Loops	All: \$.64/ Mechanized Loop Qualification/ Loop	All: \$115.43/ Manual Loop Qualification/ Loop
2 Wire ADSL compatible ULL (up to 12,000)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
2 Wire ADSL compatible ULL (12,000 up to 18,000 feet)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
2 Wire HDSL compatible ULL (up to 12,000 feet)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
4 Wire HDSL compatible ULL (up to 12,000 feet)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
2 Wire SDSL compatible ULL	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
2 Wire IDSL compatible ULL (up to 18,000 feet)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
Digital Designed Loops		
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01 Removal of one Bridged Tap per Request
		\$531.63 Removal of Multiple Bridged Taps per Loop per Request
		\$150.50 Engineering Query
		\$687.40 Engineering Work Order Charge
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01 Removal of one Bridged Tap per Request
		\$531.63 Removal of Multiple Bridged Taps per Loop per Request
		\$150.50 Engineering Query
		\$687.40 Engineering Work Order Charge
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
		\$708.96 Required Removal of Load Coils (up to 21,000 feet)
		\$941.11 Required Removal of Load Coils (up to 27,000 feet)
		\$220.01 Removal of one Bridged Tap per Request
		\$531.63 Removal of Multiple Bridged Taps per Loop per Request
		\$150.50 Engineering Query
		\$687.40 Engineering Work Order Charge
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$708.96 Required Removal of Load Coils (up to 21,000 feet)
		\$941.11 Required Removal of Load Coils (up to 27,000 feet)
		\$863.58 Addition of Range Electronics
		\$150.50 Engineering Query
		\$687.40 Engineering Work Order Charge
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01 Removal of one Bridged Tap per Request
		\$531.63 Removal of Multiple Bridged Taps per Loop per Request
		\$150.50 Engineering Query
		\$687.40 Engineering Work Order Charge
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01 Removal of one Bridged Tap per Request

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
		\$531.63 Removal of Multiple Bridged Taps per Loop per Request
		\$150.50 Engineering Query
		\$687.40 Engineering Work Order Charge
2 Wire SDSL compatible ULL with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01 Removal of one Bridged Tap per Request
		\$531.63 Removal of Multiple Bridged Taps per Loop per Request
		\$150.50 Engineering Query
		\$687.40 Engineering Work Order Charge
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01 Removal of one Bridged Tap per Request
		\$531.63 Removal of Multiple Bridged Taps per Loop per Request
		\$150.50 Engineering Query
		\$687.40 Engineering Work Order Charge

III. Unbundled IOF

(a) Monthly Recurring Charges

(1) Dedicated Transport:		
Facility (per month)	Interoffice Mileage FIXED	Interoffice Mileage / MILE
DS-1	\$103.27	\$0.22
DS-3	\$791.63	\$6.22
OC-3	\$1,455.74	\$18.65
OC-12	\$3,575.40	\$74.59

(2) Service Access Charge: IOF	(per month)
DS-1	\$1.85
DS-3	\$27.84

OC-3	\$22.14
OC-12	\$22.14

(3) Unbundled Multiplexing		
DS-1 to DS-0 (1/0 Mux)	(per mux/per month)	\$503.49
DS-3 to DS-1 (3/1 Mux)	(per mux/per month)	\$211.97

(b) Non-Recurring Charges

Standard Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$23.63	\$23.63	\$23.63	\$23.63
(2) Manual Intervention Surcharge (per order)	\$0.00	\$0.00	\$0.00	\$0.00
(3) ServiceConnection: Provisioning (per facility)	\$198.44	\$198.44	\$198.44	\$222.72
(4) Service Connection: Installation (per facility)	\$136.20	\$301.23	\$301.23	\$377.82
Expedited Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$35.04	\$35.04	\$35.04	\$35.04
(2) Manual Intervention Surcharge (per order)	\$0.00	\$0.00	\$0.00	\$0.00
(3) ServiceConnection: Provisioning (per facility)	\$226.00	\$226.00	\$226.00	\$260.06
(4) Service Connection: Installation (per facility)	\$193.03	\$426.90	\$426.90	\$535.44

IV. Unbundled Common Channel Signaling and Call-Related Database Access

Rate Element	UNIT	RATE
TC Switched Service-Optional Features		
<u>SS7 Signaling Modifications</u>		
Re-Home D-Link	Per Pair	\$188.00
A-Link to D-Link Conversion	Per Pair	\$141.00
Change in Hub Providers	Per Pair	\$94.00
NPA/NXX Input Charge	Per 10 Codes	\$23.50
<u>Common Channel Signaling</u>		
STP Port	Port/Month	\$752.00
Service Access Charge	Port/Month	\$0.60
Signaling Usage Rate	Per Message	\$0.000195
Assumed Usage	Port/month	\$0.200000
Service Order Charge	Per Request	\$64.44
STP Order Processing Charge	Per Request	\$288.67
Installation Charge	Per Pair	\$96.07
<u>STP Translation Charges: A-Links</u>		
Basic ISUP	Per STP Pair	\$141.00
ISUP + TCAP	Per STP Pair	\$188.00
800 DB Queries	Per STP Pair	\$94.00
LIDB Queries	Per STP Pair	\$94.00
Class Features	Per STP Pair	\$94.00
NPA/Nxx Input Charge	Per 10 Codes	\$23.50
Calling Name	Per STP Pair	\$94.00
AIN Queries (Verizon)	Per STP Pair	\$94.00
TC to TC (Telephone Carrier)	Per STP Pair	\$141.00
<u>STP Translation Charges: D-Links</u>		
Basic ISUP	Per STP Pair	\$235.00
ISUP + TCAP	Per STP Pair	\$329.00
800 DB Queries	Per STP Pair	\$94.00
LIDB Queries	Per STP Pair	\$94.00
Class Features	Per STP Pair	\$94.00
NPA/Nxx Input Charge	Per 10 Codes	\$23.50
Calling Name	Per STP Pair	\$94.00
AIN Queries (Verizon)	Per STP Pair	\$141.00
TC to TC (Telephone Carrier)	Per STP Pair	\$141.00
Subsequent STP Translations	TC Orig. Pt.	\$47.00
End Office Translations	TC Orig. Pt.	\$7.99
<u>Testing Set-Up</u>	<u>Per TC Switch & TELCO STP Pair</u>	
MTP: Levels 2 & 3		\$522.48
ISUP		\$522.48
800 DB Queries		\$65.31
LIDB Queries		\$65.31
Class Features		\$65.31

Rate Element	UNIT	RATE
Calling Name		\$65.31
Testing	Per TC Switch & TELCO STP Pair	
MTP: Levels 2 & 3		\$694.24
ISUP		\$1,041.36
800 DB Queries		\$86.78
LIDB Queries		\$43.39
Class Features		\$43.39
Calling Name		\$43.39

Service Management System

Rate Element	UNIT	RATE
Development Charges		
Service Establishment (NRC)		ICB
Service Creation Access Port	Port/month	ICB
Service Creation Usage		
Remote Access	Per day	ICB
On-Premise Access	Per day	ICB
Certification & Testing	Per hour (rounded to 1/4 hr.)	ICB
Help Desk Support	Per hour (rounded to 1/4 hr.)	ICB
AIN ISCP Record Provisioning	Per 15 min.	ICB
Deployment Charges		
AIN ISCP & Record Charge	Per line/month	ICB
AIN ISCP Query & Resp. Message Charge	Per ACU/Query	ICB
Trigger Charge	Per Query	ICB
SS7 & Transport for AIN Message	Per Query	ICB

V. Unbundled Local Switching

(a) Monthly Recurring Charges

Dedicated Local Switch Ports	Urban	Suburban	Rural
(per month)			
(1) Local Switching Analog Port	\$2.24	\$2.07	\$1.82
(2) Local Switching Integrated DLC Port (TR-08) per interface group (consisting of 4 DS1 ports)	\$457.92	\$445.44	\$705.60
(3) Local Switching DS1 DID/DOD/PBX Port Per DS1 trunk port	\$73.92	\$68.88	\$64.32
(4) Local Switching ISDN-BRI Port	\$26.55	\$30.84	\$29.11
(5) Local Switching ISDN-PRI Port	\$412.80	\$371.84	\$371.84
(6) Local Switching Digital Trunk Port per DS1	\$167.04	\$162.48	\$176.40

Local Switching Port Additives (Features)	Urban	Suburban	Rural
(per month)			
(1) Centrex	\$0.7767	\$0.7767	\$0.7767
(2) Ringmate	\$0.9267	\$0.9267	\$0.9267
(3) Three-Way Calling	\$0.3451	\$0.3517	\$0.3300
(4) Speed Calling	\$0.00	\$0.000600	\$0.002400
(5) Call Waiting	\$0.00	\$0.000300	\$0.001100
(6) Call Forwarding – Don't Answer	\$0.00	\$0.000100	\$0.000200
(7) Call Forwarding – Busy	\$0.00	\$0.000100	\$0.000200
(8) Call Forwarding – Variable	\$0.00	\$0.000100	\$0.000600

Local Switching Usage	Urban	Suburban	Rural
(per minute of use)			
(1) Local Switching Trunk Port (Day)	\$0.000863	\$0.000904	\$0.000925
(2) Local Switching Trunk Port (Eve)	\$0.001096	\$0.001149	\$0.001176
(3) Local Switching Trunk Port (Night)	\$0.000000	\$0.000000	\$0.000000
(4) Local Switching Usage (Day)	\$0.003197	\$0.005262	\$0.009101
(3) Local Switching Usage (Eve)	\$0.003871	\$0.006074	\$0.010106
(4) Local Switching Usage (Night)	\$0.000707	\$0.002263	\$0.005389

Shared Interoffice Trunking and Tandem Resources	Statewide
(per minute of use)	
(1) Unbundled Shared Tandem Transport Charge (UTTC) (Day)	\$0.001870
(2) Unbundled Shared Tandem Transport Charge (UTTC) (Eve)	\$0.000550
(3) Unbundled Shared Tandem Transport Charge (UTTC) (Night)	\$0.000000
(4) Unbundled Common Transport Charge (UCTC) (Day)	\$0.000886
(5) Unbundled Common Transport Charge (UCTC) (Eve)	\$0.001127
(6) Unbundled Common Transport Charge (UCTC) (Night)	\$0.000000
(7) Unbundled Toll Common Transport Charge (UTCTC) (Day)	\$0.007151
(8) Unbundled Toll Common Transport Charge (UTCTC) (Eve)	\$0.002316
(9) Unbundled Toll Common Transport Charge (UTCTC) (Night)	\$0.000308
(10) Unbundled Tandem Transit Switching Charge (TTS) (Day)	\$0.008717
(11) Unbundled Tandem Transit Switching Charge (TTS) (Eve)	\$0.010598
(12) Unbundled Tandem Transit Switching Charge (TTS) (Night)	\$0.001776

Service Access Charge: Switching	(per month)
Voice Grade/DS-0	\$0.30
DS-1	\$1.85
DS-3	\$27.84

(b) Non-Recurring Charges

End Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00	\$0.00
(2) Manual Intervention Surcharge (per order)	\$21.48	\$31.85
(3) Service charge (per port)	\$142.12	\$188.40
(4) Installation (CO wiring) (per port)	\$15.00	\$21.26

End Office Line Ports	Standard Interval
(1) Service Order (per order)	\$0.00
(2) Manual Intervention Surcharge (per order)	\$21.48
(3) Service charge (per port) (BRI and Analog Ports)	\$14.88
(4) Service charge (per port) (for DS1 DID/DOD/PBX Port, PRI)	\$142.12
(5) Installation (CO wiring) (per port) (BRI and Analog Ports),	\$9.87
(6) Installation (CO wiring) (per port) (DS1 DID/DOD/PBX Port, PRI)	\$15.00
(7) Integrated DLC ports are priced on an Individual Case Basis	ICB

Integrated DLC ports are priced on an Individual Case Basis

Switching Feature Activation	Standard Interval
(1) Call Forwarding – Busy	\$0.94
(2) Call Forwarding – Don't Answer	\$0.94
(3) Call Forwarding – Variable	\$0.94
(4) Call Waiting	\$0.94
(5) Centrex Intercom Dialing	\$0.94
(6) Custom Ringing	\$0.94
(7) Speed Calling	\$0.94
(8) Three Way Calling	\$0.94
(9) Subsequent addition/change	\$0.94

Miscellaneous Switching Charges	Standard Interval
(1) Network Design Request (per hour)	\$65.31
(2) Line Port Traffic Study Set-Up (per study)	\$65.39
(3) Line Port Traffic Study (per week)	\$44.61
(4) Channel activation - subsequent	\$14.88
(5) TC not ready	\$77.37

VI. Unbundled Tandem Switching

(a) Monthly Recurring Charges

Dedicated Tandem Switch Ports	Statewide
(per month)	
(1) Tandem Switching Digital Trunk Port	\$142.56

Tandem Switching Usage	Day
(per minute of use)	
(1) Tandem Trunk Port (Day)	\$0.003071
(2) Tandem Trunk Port (Eve)	\$0.003903
(3) Tandem Trunk Port (Night)	\$0.000000
(4) Tandem Usage (Day)	\$0.002575
(5) Tandem Usage (Eve)	\$0.002792
(4) Tandem Usage (Night)	\$0.001776

(b) Non-Recurring Charges

Tandem Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per port)	\$0	\$0
(2) Manual Intervention Surcharge (per port)	\$21.48	\$31.85
(3) Service charge (per order)	\$162.55	\$214.34
(4) Installation (CO wiring) (per port)	\$15.00	\$21.26

VII. Network Interface Device (NID)

NETWORK INTERFACE DEVICE (NID)	
Time: first 30 minutes	\$77.37
Subsequent 30 minutes (period or part)	\$18.59
TC not ready (per occasion)	\$77.37
2 Wire NID (per NID/ month)	\$0.72
4 Wire NID (per NID/ month)	\$0.86

VIII. Intrastate Collocation

Pending approval of rates and/or rate structures filed for intrastate collocation, all intrastate collocation services shall be charged at rates found in Maine PUC Tariff No. 20.

IX. Line Sharing

Rate Element	\$ Amount	Mo.	NRC	* Option A ⁵	* Option C VERIZON installs	* Option C CLEC vendor installs
Application Fee - Augment	\$1500		X	Not applicable unless adding line- sharing terminations	(1)	(1)
Engineering & Implementation Fee -Additional Cabling	\$2323.41		X	Not applicable unless adding line- sharing terminations	(1)	(1)
Splitter Installation Cost	\$1369.60		X	Not applicable	(1)	
POT VERIZON/Splitter Termination, 2 Wire VG	\$.11	X		(2) SAC ⁶ s	(2) SACs	(2) SACs

*Both Option A and Option C assume there is an existing Collocation Arrangement.

(1) = one required

(2) = two required

⁵ Option A: A CLEC-provided splitter shall be provided, installed and maintained by the CLEC in their own Collocation space. Rearrangements are the responsibility of the CLEC. Verizon dial tone is routed through the splitter in the CLEC Collocation area.

Option C: Verizon will install, inventory and maintain CLEC provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

⁶ Service Access Charge (SAC) is the same as Interconnection Access Charge or a cross connect.

Rate Element	\$ Amount	Mo.	NRC	* Option A	Option C VERIZON installs	* Option C CLEC vendor installs
SAC Cable & Frame Termination, 2Wire VG	\$.19	X		(2) SACs	(2) SACs	(2) SACs
**Verizon/Splitter Support– Per Shelf	\$3.34	X			(1)	(1)
Maintenance of Splitter Equipment per splitter	\$51.52	X		(1)	(1)	(1)
WideBand Test Access per line	\$2.01	X		(1)	(1)	(1)

** Although this rate assumes that each relay rack contains 14 splitter shelves, the rate applies only to the shelves that CLEC actually uses in a given relay rack.

Rate Element	\$ Amount	Mo.	NRC	* Option A	Option C VERIZON installs	* Option C CLEC vendor installs
Service Order	\$9.59		X	(1)	(1)	(1)
Expedite	\$14.88					
Central Office Wiring Initial	\$41.53		X	(1)	(1)	(1)
Expedite	\$59.40					
Central Office Wiring Additional	\$20.66		X	(1)	(1)	(1)
Expedite	\$29.55					
Provisioning	\$0.27		X	(1)	(1)	(1)
Expedite	\$0.40					
Field Installation Dispatch	\$121.35		X	(1)	(1)	(1)
Expedite	\$170.92					
Manual Intervention Surcharge	\$28.26		X	(1)	(1)	(1)
Expedite	\$43.86					
TC Not Ready	\$77.37		X	(1)	(1)	(1)
Loop Qualification Data Base per link	\$0.64	X		(1)	(1)	(1)
Manual Loop Qualification	\$115.43		X	(1)	(1)	(1)
Engineering Query	\$150.50		X	(1)	(1)	(1)
Engineering Work Order	\$687.40		X	(1)	(1)	(1)
OSS Charges	\$0.00					
Unbundled Loop	\$0.00	X				
Conditioning charges	Per interim state specific conditioning rates		X			
Trouble Dispatch Misdirects				(1)	(1)	(1)
Dispatch In	\$75.50		X			
Expedite Dispatch In	\$102.58		X			
Dispatch Out	\$148.09		X			
Expedite Dispatch Out	\$197.49		X			

X. Line Splitting

Per Section IX above (Line Sharing) and Section XI. below (UNE-P).

XI. UNE Remand Items

(a) Recurring Charges

Service or Element Description:	Recurring Charges
LOOPS	
DS3 Loops	\$850.87
Fixed Loop Fiber per ¼ mi.	\$15.41
DDS loops (4-wire)	
Urban	\$70.73
Suburban	\$81.72
Rural	\$90.03
Stand-alone NID – 2 Wire - NID-to-NID	\$.72
Stand-alone NID – 4 Wire - NID-to-NID	\$.86
Stand-alone NID – DS1 (with smart jack)	\$6.63
NID – 2 Wire per NID/month	\$.72
NID – 4 Wire per NID/month	\$.86
NID - Shared NID (multiple loops in a single NID)	\$6.63
TC not ready - per occasion	\$77.37
Time: first 30 minutes	\$77.37
Subsequent 15 minutes (period or part)	\$9.29

Service or Element Description:	Recurring Charges
SWITCH/PLATFORM	
Centrex Platform Features	
CTX Intercom	\$2.5758
CTX Announcement	\$2.0774
3-Way Conference (CTX)	\$0.3419
Automatic Callback	\$0.7965
Distinctive Ring	\$0.0365
Loudspeaker Paging	\$13.0290
Meet-Me Conference (DMS only)	\$1.0132
Selective Call Acceptance	\$0.0893
Selective Call Forwarding	\$0.0248
Selective Call Rejection	\$0.3015
Six Way Conference	\$1.9619
Music - on - Hold	-
Station Message Detail Record to Premise- CTX (DMS only)	\$52.0557

UNE-P Combinations	
All monthly rates and usage charges associated with the individual network elements included in the UNE-P arrangements apply in accordance with rate regulations established for those elements.	

Service or Element Description:	Recurring Charges
EEL Combinations	
<u>Rates and Charges-Recurring</u>	
EEL Test Charge	
2 Wire Analog per loop	
2 Wire Digital per loop	\$0.19
4 Wire Analog per loop	\$0.46
4 Wire Digital (56 KD) per loop	\$0.54
DS1 (1.5 mb) per loop	\$0.58
DS3 (45 mb) per loop	\$7.64
	\$5.52
VG/DS0 EEL Mileage (Recurring)	
Inter-Office Mileage	
1. Fixed	\$8.67
2. Per Mile Charge	\$0.01

Service or Element Description:	Recurring Charges
IOF	
STS-1	
Fixed per month	\$1004.32
Variable per mile per month	\$18.41
Service Access Charge (SAC) STS -1	\$27.84
Interconnection Access Charge (IAC)	\$17.26

Service or Element Description:	Recurring Charges
Subloops at FDI	
2-wire Subloop	
Urban	\$9.24
Suburban	\$11.08
Rural	\$16.01
4-wire Subloop	
Urban	\$12.67
Suburban	\$16.03
Rural	\$25.72
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at RT (e.g.DSLAM)	ICB
Campus Wire- Continuous Property	ICB
House and Riser	
Building Access- per pair	\$0.47
Floor Access- per floor risen, per pair	\$0.01
Dark Fiber Loops	
Dark Fiber Loop- per ¼ Mile (per pair)	\$23.56
Loop Fixed Charge per pair	\$7.23
Serving Wire Center Charge/SWC/pair	\$25.80
Dark Fiber IOF	
Dark Fiber – IOF Mileage per pair per mile	\$71.12

Serving Wire Center Charge/SWC/pair	\$25.80
IOF Channel Termination- Per 1/4 Mile (per pair)	\$17.78
IOF Channel Termination Fixed Charge	\$16.80
Dark Fiber Subloop	TBD

(b) Non-Recurring Charges

Service or Element Description:	New Service
LOOPS	
DS3 Loops	
Service Order	\$23.63
Service Order – Expedite	\$35.04
Manual Intervention Surcharge	\$0.00
Manual Intervention Surcharge- Expedite	\$0.00
Service Connection -Other	\$198.44
Service Connection -Other- Expedite	\$226.00
Service Connection – CO Wiring	\$301.23
Service Connection- CO Wiring- Expedite	\$426.90
Installation Dispatch Out	\$89.86
Installation Dispatch Out- Expedite	\$89.86
DDS Loops (4 Wire)	
Service Order	\$64.44
Service Order – Expedite	\$95.55
Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection -Other	\$123.55
Service Connection -Other- Expedite	\$123.55
Service Connection – CO Wiring	\$39.87
Service Connection- CO Wiring- Expedite	\$39.87
Installation Dispatch Out	\$89.86
Installation Dispatch Out- Expedite	\$89.86
Stand-alone NID – 2 Wire,	\$.72
Stand-alone NID – 4 Wire,	\$.86
Shared NID	TBD
Stand-alone NID – DS1	\$6.63
Service Order	\$0.00
Service Order – Expedite	\$0.00
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21
Installation Dispatch Out	\$51.13
Installation Dispatch Out- Expedite	\$67.71

Service or Element Description:	New Service	Migration
SWITCH/PLATFORM		
UNE Centrex platform		
Single Link		
Service Order	\$0.00	\$0.00
Service Order – Expedite	\$0.00	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.81
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	N/A
Service Connection- CO Wiring- Expedite	\$9.87	N/A
Installation Dispatch Out	\$73.93	N/A
Installation Dispatch Out- Expedite	\$73.93	N/A
2 to 9 links		
Service Order	\$0.00	\$14.18
Service Order – Expedite	\$0.00	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.81
Manual Intervention Surcharge- Expedite	\$91.73	\$105.17
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	N/A
Service Connection- CO Wiring- Expedite	\$9.87	N/A
Installation Dispatch Out	\$82.34	N/A
Installation Dispatch Out- Expedite	\$82.34	N/A
10+ Links		
Service Order	\$14.18	\$14.18
Service Order – Expedite	\$21.02	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	N/A
Service Connection- CO Wiring- Expedite	\$9.87	N/A
Installation Dispatch Out	\$89.42	N/A
Installation Dispatch Out- Expedite	\$89.42	N/A

UNE ISDN Centrex Platform	New Service	Migration
Single Link		
Service Order	\$21.48	\$0.00
Service Order – Expedite	\$31.85	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$21.48	\$14.18
Service Order – Expedite	\$31.85	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$35.66	\$14.18
Service Order – Expedite	\$52.87	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
UNE ISDN-PRI Platform	New Service	Migration
Service Order	\$64.44	\$64.44
Service Order – Expedite	\$95.55	\$95.55
Manual Intervention Surcharge	\$6.87	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19	\$10.19
Service Connection –Other	\$236.12	\$76.53
Service Connection -Other- Expedite	\$282.40	\$98.37
Service Connection – CO Wiring	\$15.00	NA
Service Connection- CO Wiring- Expedite	\$21.26	NA
Installation Dispatch Out	\$89.86	NA
Installation Dispatch Out- Expedite	\$89.86	NA

UNE DS1 DID / DOD / PBX Service Platform	New Service	Migration
Service Order	\$64.44	\$64.44
Service Order – Expedite	\$95.55	\$95.55
Manual Intervention Surcharge	\$6.87	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19	\$10.19
Service Connection –Other	\$236.12	\$76.53
Service Connection -Other- Expedite	\$282.40	\$98.37
Service Connection – CO Wiring	\$15.00	NA
Service Connection- CO Wiring- Expedite	\$21.26	NA
Installation Dispatch Out	\$89.86	NA
Installation Dispatch Out- Expedite	\$89.86	NA
UNE Coin/PAL Platform Service	New Service	Migration
Single Link		
Service Order	\$0.00	\$0.00
Service Order – Expedite	\$0.00	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$0.00	\$14.18
Service Order – Expedite	\$0.00	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$14.18	\$14.18
Service Order – Expedite	\$21.02	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA

UNE POTS Platform	New Service	Migration
Single Link		
Service Order	\$0.00	\$0.00
Service Order – Expedite	\$0.00	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$0.00	\$14.18
Service Order – Expedite	\$0.00	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$14.18	\$14.18
Service Order – Expedite	\$21.02	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
UNE ISDN BRI Platform	New Service	Migration
Single Link		
Service Order	\$21.48	\$0.00
Service Order – Expedite	\$31.85	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA

Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$21.48	\$14.18
Service Order – Expedite	\$31.85	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$35.66	\$14.18
Service Order – Expedite	\$52.87	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$2.54	\$2.14
Service Connection -Other- Expedite	\$2.54	\$2.14
Service Connection – CO Wiring	\$9.87	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
UNE Foreign Exchange (FX)- Platform - POTS	New Service	Migration
Single Link		
Service Order	\$0.00	\$0.00
Service Order – Expedite	\$0.00	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$0.00	\$14.18
Service Order – Expedite	\$0.00	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA

Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$14.18	\$14.18
Service Order – Expedite	\$21.02	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
UNE Foreign Exchange (FX) Platform- ISDN-BRI		
Single Link		
Service Order	\$21.48	\$0.00
Service Order – Expedite	\$31.85	\$0.00
Manual Intervention Surcharge	\$21.05	\$40.38
Manual Intervention Surcharge- Expedite	\$31.21	\$59.88
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$73.93	NA
Installation Dispatch Out- Expedite	\$73.93	NA
2 to 9 Links		
Service Order	\$21.48	\$14.18
Service Order – Expedite	\$31.85	\$21.02
Manual Intervention Surcharge	\$61.86	\$70.88
Manual Intervention Surcharge- Expedite	\$91.73	\$105.11
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA
Installation Dispatch Out	\$82.34	NA
Installation Dispatch Out- Expedite	\$82.34	NA
10+ Links		
Service Order	\$35.66	\$14.18
Service Order – Expedite	\$52.87	\$21.02
Manual Intervention Surcharge	\$340.24	\$300.72
Manual Intervention Surcharge- Expedite	\$504.50	\$445.90
Service Connection –Other	\$200.98	\$2.14
Service Connection -Other- Expedite	\$228.54	\$2.14
Service Connection – CO Wiring	\$129.10	NA
Service Connection- CO Wiring- Expedite	\$171.92	NA

Installation Dispatch Out	\$89.42	NA
Installation Dispatch Out- Expedite	\$89.42	NA
UNE Foreign Exchange (FX) Platform- ISDN-PRI		
Service Order	\$64.44	\$64.44
Service Order – Expedite	\$95.55	\$95.55
Manual Intervention Surcharge	\$6.87	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19	\$10.19
Service Connection –Other	\$434.56	\$76.53
Service Connection -Other- Expedite	\$508.40	\$98.37
Service Connection – CO Wiring	\$191.07	NA
Service Connection- CO Wiring- Expedite	\$254.16	NA
Installation Dispatch Out	\$89.86	NA
Installation Dispatch Out- Expedite	\$89.86	NA
UNE Foreign Exchange (FX) Platform- DS1 DID / DOD / PBX		
Service Order	\$64.44	\$64.44
Service Order – Expedite	\$95.55	\$95.55
Manual Intervention Surcharge	\$6.87	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19	\$10.19
Service Connection –Other	\$434.56	\$76.53
Service Connection -Other- Expedite	\$508.40	\$98.37
Service Connection – CO Wiring	\$191.07	NA
Service Connection- CO Wiring- Expedite	\$254.16	NA
Installation Dispatch Out	\$89.86	NA
Installation Dispatch Out- Expedite	\$89.86	NA

Service or Element Description:	New Service
EEL	
EEL VG/DSO Mileage (Recurring)	TBD
Inter-Office Mileage	
1. Fixed	TBD
2. Per Mile Charge	TBD

Service or Element Description:	New Service
IOF	
STS-1	
Service Order	\$23.63
Service Order – Expedite	\$35.04
Manual Intervention Surcharge	\$0.00
Manual Intervention Surcharge- Expedite	\$0.00
Service Connection –Other	\$198.44
Service Connection -Other- Expedite	\$226.00
Service Connection – CO Wiring	\$301.23
Service Connection- CO Wiring- Expedite	\$426.90

Service or Element Description:	New Service
Subloops at FDI	
UNE Subloop Arrangement (USLA) 2 Wire -New	
Initial	
Service Order	\$21.48
Service Order – Expedite	\$31.85
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21
Service Connection –Other	\$1.60
Service Connection -Other- Expedite	\$1.60
Installation Dispatch Out	\$119.70
Installation Dispatch Out- Expedite	\$158.52
Additional	
Service Order	\$21.48
Service Order – Expedite	\$31.85
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21
Service Connection –Other	\$1.60
Service Connection -Other- Expedite	\$1.60
Installation Dispatch Out	\$46.83
Installation Dispatch Out- Expedite	\$62.02
Subloop 2 Wire Loop Through – UNE Subloop Arrangement (USLA)- (Migration)	
Initial	
Service Order	\$21.48
Service Order – Expedite	\$31.85
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21
Service Connection –Other	\$49.63
Service Connection -Other- Expedite	\$49.63
Installation Dispatch Out	\$136.35
Installation Dispatch Out- Expedite	\$180.57
Additional	
Service Order	\$21.48
Service Order – Expedite	\$31.85
Manual Intervention Surcharge	\$21.05
Manual Intervention Surcharge- Expedite	\$31.21
Service Connection –Other	\$49.63
Service Connection -Other- Expedite	\$49.63
Installation Dispatch Out	\$63.16
Installation Dispatch Out- Expedite	\$85.65
UNE Subloop Arrangement (USLA) 4 Wire – New	
Initial	
Service Order	\$64.44
Service Order – Expedite	\$95.55

Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection –Other	\$1.60
Service Connection -Other- Expedite	\$1.60
Installation Dispatch Out	\$150.49
Installation Dispatch Out- Expedite	\$199.30
Additional	
Service Order	\$64.44
Service Order – Expedite	\$95.55
Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection –Other	\$1.60
Service Connection -Other- Expedite	\$1.60
Installation Dispatch Out	\$82.50
Installation Dispatch Out- Expedite	\$109.26
Subloop 4 Wire Loop Through – UNE Subloop Arrangement (USLA)- (Migration)	
Initial	
Service Order	\$64.44
Service Order – Expedite	\$95.55
Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection –Other	\$49.63
Service Connection –Other- Expedite	\$49.63
Installation Dispatch Out	\$152.61
Installation Dispatch Out- Expedite	\$202.10
Additional	
Service Order	\$64.44
Service Order – Expedite	\$95.55
Manual Intervention Surcharge	\$6.87
Manual Intervention Surcharge- Expedite	\$10.19
Service Connection –Other	\$49.63
Service Connection –Other- Expedite	\$49.63
Installation Dispatch Out	\$75.94
Installation Dispatch Out- Expedite	\$100.57
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at RT (e.g.DSLAM)	ICB
Subloops at NID (NIDless loops)	ICB
Campus Wire- Continuous Property	ICB
House and Riser	
Building Setup Service Cost Per 50 pair	\$112.00
House and Riser Cable Service Installation Charge, Per occasion	Time & Material
Building Access- per pair	\$0.47

Floor Access- per floor risen, per pair	\$0.01
Time ⁷ :	
First 30 minutes	\$77.37
Subsequent 15 minutes Period or fraction thereof	\$9.29
TC not Ready (per occasion)	\$77.37

Dark Fiber IOF	New Service
Service Order Charge	
Service Order	\$61.39
Service Order – Expedite	\$90.39
Service Connection Charge	
Service Connection CO Wiring	\$40.04
Service Connection CO Wiring –Expedite	\$56.42
Service Connection- Other	\$210.15
Service Connection- Other- Expedited	\$268.89
Installation Dispatch Charge	\$142.99
Installation Dispatch Charge- Expedited	\$189.36
Dark Fiber Loop	
Service Order Charge	
Service Order	\$61.39
Service Order – Expedite	\$90.39
Service Connection Charge	
Service Connection Charge -CO Wiring	\$36.20
Service Connection CO Wiring –Expedite	\$51.01
Service Connection Other	\$195.74
Service Connection- Other Charge- Expedited	\$271.41
Installation Dispatch Charge	\$142.99
Installation Dispatch Charge- Expedited	\$189.36
Record Review- per record	\$293.60
Time & materials	
Network Transport Engineering-Planning per hour	\$51.21
Network Transport Engineering- Planning- per hour- Expedited	\$72.24
Network Transport Engineering- Design per hour	\$51.21
Network Transport Engineering- Design per hour- Expedite	\$72.24
OSP Operations per hour	\$50.01
OSP Operations per hour- Expedite	\$68.20
CO Frame per hour	\$39.48
CO Frame per hour– Expedite	\$55.95
DARK FIBER SUBLOOP	TBD
SUBLOOP FEEDER	TBD
Subloop Feeder - DS1	
Subloop Feeder - DS3	TBD

⁷ A dispatch of a technician during hours not sequential to that technician's normal scheduled tour of duty has a four-hour minimum charge.

C. RESALE⁸

I. Wholesale Discounts

Monthly discounts (per qualifying retail rate):

A. Where NUI purchases Verizon-provided Operator Services

- | | | |
|-----|-----------|--------|
| (1) | Business | 23.76% |
| (2) | Residence | 19.80% |

B. Where NUI does not purchase Verizon Operator Services

- | | | |
|-----|-----------|--------|
| (1) | Business | 25.74% |
| (2) | Residence | 23.03% |

D. CUSTOMER USAGE DETAIL CHARGES

Record Charges

- | | |
|--|------------|
| • Per record processed (EMR format) | \$0.004096 |
| • Per record processed (Tandem Subtending Arrangement/EMR) | \$0.004096 |
| • Per record transmitted | \$0.000118 |
| • Per tape/cartridge | \$20.12 |

E. TIME AND MATERIAL CHARGES

Labor Rate, Per Hour or Fraction thereof

- | | |
|--------------------------------------|---------|
| • Service Representative - Regular | \$42.96 |
| • Service Representative - Expedited | \$63.70 |
| • Technician - Regular | \$44.27 |
| • Technician - Expedited | \$58.84 |

F. 911/E911 INTERCONNECTION

Monthly Rate:

- A. \$252.00 per month for an unequipped DS1 Port and \$100 per month per voice grade trunk activated and equipped on the DS1 port.
- B. \$0.05 per line per month for unbundled local Switching Element.

⁸ All rates and charges specified herein are pertaining to the Resale Attachment.

In compliance with the FCC Order approving the Merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on resold residential exchange access lines. The terms and conditions on which these promotional discounts are being made available can be found on Verizon's web site, at <http://www.verizon.com/wise> for former GTE service areas and former Bell Atlantic service areas.

G. OPERATIONS SUPPORT SYSTEM

a.1. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements during recover period:

OSS for UNE Providers		
(1) Access to Electronic Interface	(per month)	\$4,993.00
(2) Transaction Cost	(per transaction)	\$1.25
(3) Customer Record Retrieval	(per view)	\$0.14
(4) Record Change Charge	(per change)	\$10.74
(5) Design Change Charge	(per change)	\$10.74
(6) Customer Loop Information	(per loop)	\$9.12
(7) Data entry search (15 minute period)	(per period)	\$10.74
(8) Out of scope request	(per request)	ICB

a.2. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements after recovery period:

OSS for UNE Providers		
(1) Electronic Interface Maintenance Chg.	(per transaction)	\$0.41
(2) Customer Record Retrieval	(per view)	\$0.14
(3) Record Change Charge	(per change)	\$10.74
(4) Design Change Charge	(per change)	\$10.74
(5) Customer Loop Information	(per loop)	\$9.12
(6) Data entry search (15 minute period)	(per period)	\$10.74
(7) Out of scope request	(per request)	ICB

b.1. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale during the recovery period:

OSS for Resellers		
(1) Recurring Establishment Charge	(per month)	\$2,606.00
(2) Non-recurring establishment charge	(per transaction)	\$1.25
(3) Complex Order Charge	(per line)	\$16.27
(4) Service Center Maintenance Charge	(resold line/month)	\$0.21
(5) Customer Record Retrieval	(per view)	\$0.14

b.2. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale after the recovery period:

OSS for Resellers		
(1) Electronic Interface Maintenance Chg	(per transaction)	\$0.41
(2) Complex Order Charge	(per line)	\$16.27
(3) Service Center Maintenance Charge	(resold line/month)	\$0.21
(4) Customer Record Retrieval	(per view)	\$0.14

